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Attorney for Plaintiff  
United States for the Use and Benefit of  
Galvan Floors Commercial Division, LLC

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

UNITED STATES FOR THE USE AND  
BENEFIT OF GALVAN FLOORS  
COMMERCIAL DIVISION, LLC

V.

RAYCO CONSTRUCTION, INC. AND  
WASHINGTON INTERNATIONAL  
INSURANCE COMPANY

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CASE NO. \_\_\_\_\_

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**PLAINTIFF'S ORIGINAL COMPLAINT**

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TO THE HONORABLE JUDGE OF SAID COURT:

Now comes United States for the Use and Benefit of Galvan Floors Commercial Division, LLC and files its Plaintiff's Original Petition on file herein, and by way of such petition would respectfully show the Court the following:

Jurisdiction

1. This Court has subject matter jurisdiction pursuant to the 28 U.S.C. § 1331 and the provisions of the Miller Act, 40 U.S.C. § 3133(b)(3)(B). The Court has pendent jurisdiction and

supplemental jurisdiction over the state law claims alleged in this Complaint pursuant to 28 U.S.C. § 1367.

Venue

2. The contract at issue was to be performed and executed in Dallas County, Texas. Venue therefore lies in the United States District Court for the Northern District of Texas, Dallas Division pursuant to 40 U.S.C. § 3133(b)(3)(B) and 28 U.S.C. § 1391(b)(2).

Parties

3. Plaintiff Galvan Floors Commercial Division, LLC is a Texas Limited Liability Company doing business in Tarrant County.

4. Defendant Rayco Construction, Inc. is a Texas corporation that may be served through its registered agent Ray Gomez at 1032 Diamond Blvd, Southlake, TX 76092.

5. Defendant Washington International Insurance Company may be served through its attorney for service CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201.

Facts

6. In May 14, 2014, Defendant Rayco Construction, Inc. contracted for work on a project known as the Santa Fe Building pursuant to Contract No. GS07P99HHD0095 (hereinafter “Prime Contract”). The Prime Contract required Rayco Construction, Inc. to furnish and install carpet tile at the building.

7. On May 27, 2014, Rayco Construction, Inc. obtained a payment bond (hereinafter the “Payment Bond”) from Defendant Washington International Insurance Company in the amount of \$6,633,000.00. In the Payment Bond, Washington International Insurance Company agreed to be bound “jointly and severally with” Rayco Construction, Inc. to make payment to all persons having a direct contractual relationship with Rayco Construction, Inc. or to any subcontractor of Rayco

Construction, Inc. who furnished labor, material or both in the prosecution of the work provided for in the Prime Contract, in the event that Rayco Construction, Inc. failed to make prompt payment to such persons.

8. Before November 17, 2014, Rayco Construction, Inc. contracted with Galvan Floors Commercial Division, LLC (hereinafter the “Subcontract”) to furnish labor, materials, equipment and other facilities required to complete the carpet tile work.

9. Galvan Floors Commercial Division, LLC completed its work on or about October 30, 2014, all of which work was furnished in the prosecution of the work provided for in the Prime Contract and specifications.

10. Rayco Construction, Inc. failed to pay Galvan Floors Commercial Division, LLC \$55,825.00 due under the Subcontract and more than 90 days have passed since its failure to pay.

11. Galvan Floors Commercial Division, LLC is owed a total of \$55,825.00 pursuant to the Subcontract after taking into account all just offsets and credits.

12. Galvan Floors Commercial Division, LLC has submitted a claim for payment to Washington International Insurance Company under the Payment Bond, but Washington International Insurance Company has failed to pay Galvan Floors Commercial Division, LLC the amount due.

#### Causes of Action

##### Breach of Contract

13. Rayco Construction, Inc. breached its contract with Galvan Floors Commercial Division, LLC by failing to make timely payment for the labor and materials.

Payment Bond

14. Pursuant to the Payment Bond, Washington International Insurance Company is obligated to pay Galvan Floors Commercial Division, LLC for the labor, materials and services it furnished in the prosecution of the work provided for in the Prime Contract, and for which Rayco Construction, Inc. failed to make payment. Washington International Insurance Company has failed and refused to make such payment. Plaintiff is entitled to payment from Washington International Insurance Company pursuant to the Miller Act, 40 U.S.C. § 3133.

Damages

15. Galvan Floors Commercial Division, LLC is entitled to recover for the labor and materials provided in the amount of \$55,825.00.

16. Galvan Floors Commercial Division, LLC is entitled to recover its costs and reasonable attorney's fee.

Wherefore, premises considered, Galvan Floors Commercial Division, LLC requests that Defendants be cited to appear and answer, and that on final hearing Galvan Floors Commercial Division, LLC have:

1. Damages in the principal sum of \$55,825.00.
2. Reasonable attorney's fee.
3. Pre-judgment interest as provided by law.
4. Post-judgment interest as provided by law.
5. Costs of court.
6. Such other and further relief to which Galvan Floors Commercial Division, LLC may be justly entitled.

Respectfully submitted,

/s/ C.D. Peebles

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